

## REQUEST FOR PROPOSAL (RFP)

**Bid Event Name:** Master Consulting Services

**Event ID:** EVT00000MCS

**Replaces Contract:** NEW

**Date Posted:** April 28, 2022

**Closing Date:** **April 30, 2023**  
(This is an opened ended RFP that may be renewed annually on the RFP Review Date and the State of Kansas has the discretion to close this solicitation at any time)

**RFP Review Date:** April 30, 2023, annually thereafter

**Agency:** Statewide

**Item:** Consulting Services

**Period of Contract:** Date of Award through 24/months, with options to renew for periods not to exceed 24/months

**Bid Guarantee:** No monetary bid guarantee required.

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This Bid Event was recently posted to the Procurement and Contracts Internet website.

The document can be downloaded by going to the following website:

[Additional Bid Opportunities | Kansas Department of Administration \(ks.gov\)](#)

It shall be the bidder's responsibility to monitor the State of Kansas bid websites on a regular basis for any changes/amendments.

## SIGNATURE SHEET

**Item:** Consulting Services  
**Agency:** Statewide  
**Review Date:** April 30, 2023, 2:00 PM

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Tax Number \_\_\_\_\_

**CAUTION:** If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

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In the event the **contact for the bidding process** is different from above, indicate contact information below.

**Bidding Process** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

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If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

**Award** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

### VENDOR RESPONSE CHECK-LIST

The following check-list is provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Bidders are instructed to utilize this list for their own convenience to ensure compliance.

- \_\_\_\_\_ Completed Bidder Registration submitted prior to bid submission (first time only)
- \_\_\_\_\_ Signature sheet completed
- \_\_\_\_\_ Completed and signed Event Details documents
- \_\_\_\_\_ Completed COST SHEETS
- \_\_\_\_\_ Tax Clearance Certificate
- \_\_\_\_\_ Completed Proposals in sealed packages marked clearly with EVT and bid closing date
- \_\_\_\_\_ Immigration Reform and Control Certification
- \_\_\_\_\_ 2018 Boycott of Israel Form
- \_\_\_\_\_ Sexual Harassment Acknowledgement Form
- \_\_\_\_\_ Signed Copy of any Amendment(s), *if applicable*

**NOTE:** *In order to properly and completely respond to this Proposal, bidders MUST carefully review ALL sections and respond as required.*

**NOTE:** Only emailed bids will be accepted for this bid event. The bid must be emailed to [procurement@ks.gov](mailto:procurement@ks.gov) and must reference Event ID EVT0000MCS in the email Subject.

**DO NOT** email bids and proposals directly to Agency Staff or to the Department of Administration procurement officer. Bids/proposals are to be received in the [procurement@ks.gov](mailto:procurement@ks.gov) inbox by 2:00pm no later than the annual closing date.

**CERTIFICATION REGARDING  
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

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Signature, Title of Contractor

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Date

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company

## Policy Regarding Sexual Harassment

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

### **Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

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Signature and Date

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Printed Name

## TAX CLEARANCE INSTRUCTIONS

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

**To obtain a Tax Clearance Certificate, you must:**

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your signed renewal document
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

**Contractors must submit a current Tax Clearance Certificate along with the signed Renewal Document. No renewal will be processed unless a current Tax Clearance Certificate is submitted.**

Per KSA 75-3740-(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Secretary of the Kansas Department of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine a bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

***Please Note:*** Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

***Please Note:*** You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.html>

## REFERENCES

1. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_
  
2. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_
  
3. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_



## 1. **Bidding Instructions**

### 1.1. **Bid Event ID / Reference Number**

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

### 1.2. **Pre-Bid Conference**

No pre-bid conference is scheduled for this bid event.

### 1.3. **Negotiated Procurement**

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

### 1.4. **Appearance Before Committee**

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

### 1.5. **Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson, Suite 451-South  
Topeka, Kansas 66612-1286

RE: EVT0000MCS

or to any other persons or addresses as may be designated by notice from one party to the other.

### 1.6. **Cost of Preparing Proposal**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

**1.7. Preparation of Proposal**

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

**1.8. Signature of Proposals**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

**1.9. Acknowledgment of Amendments**

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the Office of Procurement and Contracts in writing.

**1.10. Modification of Proposals**

A bidder may modify a proposal by email only at any time prior to the closing date and time for receipt of proposals.

**1.11. Withdrawal of Proposals**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Office of Procurement and Contracts prior to the closing date.

**1.12. Competition**

The purpose of this bid event is to seek competition. The bidder shall advise the Office of Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Office of Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

**1.13. Evaluation of Proposals**

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

**1.14. Acceptance or Rejection**

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

**1.15. Proposal Disclosures**

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

- Requesting a List of Bidders via email to [tabsheets@ks.gov](mailto:tabsheets@ks.gov). Include the Bid Event number EVT0000MCS in all requests.

All other documents pertaining to the bid (tabsheet, individual bids, proposals, contract, etc.) are not available until the bid has been awarded, contract executed, or all bids rejected.

Once a bid file is available, a request for a cost estimate may be submitted may be requested as per the Kansas Open Records Act, K.S.A. 45-215 et seq.

[Kansas Department of Administration Open Records \(ks.gov\)](http://ks.gov)

**1.16. Disclosure of Proposal Content and Proprietary Information**

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Office of Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

**1.17. Exceptions**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

**1.18. Notice of Award**

An award is made on execution of the written contract by all parties.

**1.19. News Releases**

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

## **2. Proposal Response**

### **2.1. Bid Response**

Bidder's proposal shall consist of:

- One (1) electronic / software version(s) of the technical and cost proposals are required. This shall be provided emailed, in Microsoft® Word, Excel or searchable PDF®. Technical and cost responses shall be submitted on separate files in the email.

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It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions.

Faxed, hand delivered, mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals typically will be reviewed by the Department of Administration Office of Procurement and Contracts (OPC) within ten (10) business days of receipt. All proposals deemed by the OPC to meet the requirement of this solicitation shall be submitted to the PNC within thirty (30) business days of receipt.

### **2.2. Proposal Format**

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

### **2.3. Transmittal Letter**

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

### **2.4. Bidder Information**

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

**2.5. Qualifications**

A description of the bidder's qualifications and experience providing the requested or similar service shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the bid event.

**2.6. Experience**

All bidders are preferred to have a minimum of Three (3) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

**2.7. Timeline**

A timeline for implementing services must be submitted with the bid.

**2.8. Methodology**

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

**2.9. References**

Provide Three (3) references who have purchased similar items or services from the bidder in the last Three (3) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

**2.10. Bidder Contracts**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

**2.11. Technical Literature**

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

**2.12. Procurement Card (P-Card)**

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

**2.13. Political Subdivisions**

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Office of Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

### **3. Terms and Conditions**

#### **3.1. Contract**

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this bid event.

#### **3.2. Contract Documents**

This bid event, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

#### **3.3. Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

#### **3.4. Definitions**

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

#### **3.5. Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

#### **3.6. Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

#### **3.7. Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

#### **3.8. Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

#### **3.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

### **3.10. Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **3.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **3.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **3.13. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

### **3.14. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

### **3.15. Hold Harmless**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any

copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

**3.16. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**3.17. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**3.18. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

**3.19. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

**3.20. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**3.21. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

**3.22. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**3.23. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.



The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**3.24. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

**3.25. Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (<http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc?sfvrsn=6>) with the technical proposal.

**3.26. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

**3.27. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

**3.28. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

**3.29. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either

during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

### **3.30. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

### **3.31. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

### **3.32. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### **3.33. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

### **3.34. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

### **3.35. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### **3.36. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **3.37. Price Adjustments**

Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The State of Kansas reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

### **3.38. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **3.39. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

### **3.40. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### **3.41. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen

property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**3.42. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

**3.43. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**3.44. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**3.45. Submission of the Bid**

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

**3.46. Inspection**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

**3.47. Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

**3.48. Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**3.49. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

**3.50. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics

of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**3.51. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

**3.52. Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

**3.53. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**3.54. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

**3.55. Award**

This solicitation is intended to be a multi-supplier award. Award will be by scope or category of service(s) and whatever is deemed to be in the best interest of the State of Kansas.

**4. GENERAL SERVICES**

**STATE OF KANSAS**  
**DEPARTMENT OF ADMINISTRATION**  
**MASTER CONSULTING SERVICES – REQUEST FOR PROPOSALS**

The State of Kansas, Department of Administration is seeking bids from potential vendors interested in Management Consulting and Technical Consulting Services and engaging in a Master Consulting Services Agreement for services in the following primary categories:

**SCOPE of Consulting Services:****1. Strategic**

- a. Strategic planning, business processes, data analysis & evaluation, innovation, sustainability, and governance

**2. Project Management & Administration**

- a. Program development, project organization, policies, administration, planning, disaster relief, and oversight

**3. Financial & Performance Management**

- a. Funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management

**4. Audit & Compliance**

- a. Audit, reporting, governance processes, technical assistance, and compliance

**5. Organization and Change Management**

- a. Organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management

**6. Technology**

- a. IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards

**7. Evolving Needs**

- a. New or emerging topic areas to support agencies (e.g., climate sustainability, hybrid and remote work)

Bidders that are interested in consideration for entering into a master services agreement shall submit proposals to the address listed below, using the specifications in attachment A. The SCOPE of SERVICES is defined in Section 2 of the Specifications (Attachment A).

Bidders may submit proposals for consideration at any time while this bid is open. This is an on-going effort, and this initiative has no closing date but will be reviewed annually. The State of Kansas Department of Administration reserves the right to cancel this Bidding Solicitation at any time.

Each Bidder Proposal will be evaluated on an individual basis and the State of Kansas Department of Administration reserves the right to a no-award of any proposal for services that are not needed in the foreseeable future.

If a bidder is awarded an Agreement, any specific engagement shall be awarded via the TASK ORDER (TO) PROCESS defined in Section 4 of the specification (Attachment A).

Bidders approved and awarded a Master Consulting Services Agreement must agree to the DA-146a terms and conditions (attachment B) and the final agreed upon specifications.

There shall be no guaranteed minimum or maximum work to any bidder awarded an agreement on this Bidding Solicitation. The State of Kansas reserves the right to solicit additional Consulting Services through other approved procurement processes.

Bidders wishing to receive consideration shall submit proposals via **email only** to:

**Office of Procurement and Contracts** [procurement@ks.gov](mailto:procurement@ks.gov)

**Attention: Master Consulting Services** – *Identify Scope of Service(s) your proposal is targeting*

*If submitting a bid for a particular project please Identify specific project, agency and agency point of contact.*

*It is the intent to award multiple agreements for this bidding solicitation.*

## **ATTACHMENT A**

### **1. SPECIFICATIONS**

#### **1.1 Background:**

- 1.1.1. The State of Kansas has identified a need for Consulting Services in the areas of Strategic, Project Management & Administration, Financial and Performance Management, Audit & Compliance, Organization and Change Management, and Technology.
- 1.1.2. Any work resulting from an agreement shall primarily be offered competitively to contractors within each identified Scope on an as needed basis by State agencies in the form of Task Orders (TO).
- 1.1.3. There shall be no guaranteed minimum or maximum work to any one Contractor from this contract. It is the intent of the state to maximize use of this RFP for work to provide support across our state agencies, but the state reserves the right to offer work through other RFP's.

#### **1.2. Bid Submission:**

In addition to previous information required herein, bidders are instructed to include in the proposal submission, a detailed, narrative response to the following.

- 1.1.1. Does your company accept the State's terms and conditions as expressed in the RFP?
- 1.1.2. Does your proposal contain any "confidential" or "trade secret" information?
- 1.1.3. Does your company agree to use the described TO process?
- 1.1.4. What SCOPE or SCOPES are you responding to in your proposal?
- 1.1.5. Have you successfully held similar or larger contracts with Kansas or other states?
- 1.1.6. Please provide five (5) references.
- 1.1.7. Does your company have an ongoing physical presence in Kansas?
- 1.1.8. Does your company have quality assurance processes (ISO 9000 etc.)?
- 1.1.9. Please provide a detailed description of the services and core competencies that the company offers for each applicable category of the bid response, with sufficient detail to allow the State to determine that the proposed services meet(s) all requirements. Proposals without sufficient documentation may be rejected.

### **2. SCOPE of SERVICES**

#### **2.1. STRATEGIC CONSULTING SERVICES**

##### **2.1.1. Strategic planning, business processes, data analysis & evaluation, innovation, and sustainability**

- 2.1.2. The State seeks responses from firms with a successful, demonstrable, referenceable expertise in strategic planning, business processes, data analysis & evaluation, innovation, and sustainability services, with experience in analysis of strategic initiatives, evaluation of existing processes, assessment of major internal/external issues facing the State, implementation planning, and risk management

#### **2.2. SCOPE for PROJECT MANAGEMENT & ADMINISTRATION CONSULTING SERVICES**

##### **2.2.1. Program development, project organization, policies, administration, planning, disaster relief, and oversight**

- 2.2.2. The State seeks responses from firms with a successful, demonstrable, referenceable expertise in program development, project organization, policies, administration, planning, disaster relief, and oversight, with experience in establishing and running programs, training, change management, work plan preparation and management, staffing and resource allocation, project budgeting and cost management, time reporting, transitioning planning, and quality assurance.

### **2.3. SCOPE for FINANCIAL AND PERFORMANCE MANAGEMENT CONSULTING SERVICES**

- 2.3.1. Funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management**
- 2.3.2.** The State seeks responses from firms with a successful, demonstrable, referenceable expertise in funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management, with experience in identifying eligible funding sources, understanding legal requirements and permissible uses, analysis of budgets for qualifying activities, assessment of how priorities align with funding, designing application procedures and processes, and grant-specific funding.

### **2.4. SCOPE for AUDIT & COMPLIANCE**

- 2.4.1. Audit, reporting, governance processes, technical assistance, and compliance**
- 2.4.2.** The State seeks responses from firms with a successful, demonstrable, referenceable expertise in audit, reporting, governance processes, technical assistance and compliance, with experience in fraud, waste, and abuse identification, reporting and remediation, responding to federal or state audits, consolidated financial reporting, appeal procedures for any disputes, process for review and reporting, and processes to review audits pertaining to grant recipients and sub-recipients.

### **2.5. SCOPE for ORGANIZATION AND CHANGE MANAGEMENT**

- 2.5.1. Organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management**
- 2.5.2.** The State seeks responses from firms with a successful, demonstrable, referenceable expertise in organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management, with experience in assessing existing organizations, designing updated operating models, assessing staffing plans, building and implementing talent development programs, upskilling and reskilling individuals, employee trainings, performance management, cultural assessments, leadership planning, staffing plans, organizational processes, and transformation planning.

### **2.6. SCOPE for TECHNOLOGY CONSULTING SERVICES**

- 2.6.1. IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards**
- 2.6.2.** The State seeks responses from firms with a successful, demonstrable, referenceable expertise in IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards services, with experience in identifying technology gaps, assessing technology portfolio, designing and building enhanced technology services, infrastructure planning, artificial intelligence, cybersecurity risks, data governance, risk management, IT cost management, solution architecture, and digital transformation.

### **2.7. SCOPE for EVOLVING NEEDS SERVICES**

- 2.7.1. New or emerging topic areas to support agencies (e.g., climate sustainability, hybrid and remote work)**
- 2.7.2.** The State seeks responses from firms with a successful, demonstrable, referenceable expertise in emerging topic areas that may span or be tangential to the other categories of services, with experience in providing guidance on addressing new and emerging challenges (e.g., climate sustainability, hybrid and remote work environments).

## **3. SUBJECT MATTER EXPERTISE**

- 3.1.** All proposals are to list subject matter expertise, at the Bidder and Staff level.
- 3.2.** It is required the Bidder and their Staff Subject Matter Experts fully explain the working experience in the specific scope of consulting services in their proposal.
- 3.3. SUBJECT MATTER EXPERTS** - Contractor will provide functional and technical subject matter experts to augment State personnel on Projects.



3.4. State agencies have the authority to not accept individual who have little or no working experience for the subject matter.

**4. The Task Order (TO) Process shall be followed for all projects that are expected to exceed \$100,000. The below TO requirements are specific to Event ID EVT0000MCS.**

The TO process shall include the following steps:

The agency will E-mail (preferred) or fax a Task Order (TO) to **ALL** Contractors that can provide services for a particular service as bid and the Contract administering Procurement Officer in the Office of Procurement and Contracts. A TO that has not been sent to ALL Contractors and the Office of Procurement and Contracts shall not be valid.

All questions concerning the TO shall be submitted in hard copy or electronically to the agency contact person listed within the TO. The questions shall be answered and distributed via email by the agency contact person to ALL Contractors within the targeted group. Any violation of this requirement, including directing questions to persons other than the agency contact person, may result in removal of the Contractor from the contract or other corrective action, as deemed appropriate.

TO responses shall be submitted by each interested Contractor via e-mail only by the closing date specified in the TO. The TO closing date will differ with each request, but shall at least have a closing date consistent with the Office of Procurement and Contract's policies:

For TOs valued at:	Closing Date:
More than \$100,000, but less than \$500,000	At least 10 days
\$500,000 and above	At least 21 days

**With written approval by the Director of Procurement and Contracts, the above minimum days may be amended or waived.**

Names and resumes for all individuals on the Contractor team for the work identified in the TO shall be identified in the TO response. Only resumes of persons who are available and shall actually be assigned to the TO are to be provided.

Evaluation and review of all TO responses shall begin upon the closing date of the TO as cited on each respective solicitation. Subsequently, interviews with the Contractor may be held.

In general, evaluation of a TO response will be based on best price for competency, no major problems in prior service, and the best interest of the State of Kansas. A TO may be negotiated. However, negotiations that include any change to the specifications shall provide matching information to all Contractors on the pre-qualified list if the change is substantial enough that it would cause more than a minor alteration in the responses received. The AGENCY reserves the right to base an award on, for example, the individual Contractor's special qualifications to perform a particular project and/or the cost and suitability of staff offered for a project and to exercise discretion in selecting a Contractor for any given assignment.

The award (or further request if additional information or clarification is required) will generally be made within five to ten working days of the due date of the response.

The selected Contractor shall be provided two copies of the contract award resulting from the TO. The Contractor shall review and have an authorized person sign both copies, accepting the terms of the TO and the Contractor's response thereto, binding the Contractor contractually to the engagement. The Contractor shall return the signed contracts to the agency contact person.

The contract(s) shall be signed by the agency head, or a designee authorized to contractually bind the agency and one fully executed copy shall be returned to the Contractor.

In preparing, distributing, processing, evaluating, and awarding a TO, the AGENCY's Office and involved contractors shall in all regards and without qualification, follow all applicable state laws, rules & regulations, policies, and practices regarding procurements.

With the written approval of the Director of Procurement and Contracts, non-competitive Task Orders may be executed by the AGENCY for emergency and/or immediate needs. Such Task Orders shall be characterized as short-term, generally shall be for significantly smaller engagements, and shall possess characteristics that clearly identify them as being abnormal and not suitable for execution under the normal Task Order processes. Immediately

upon execution of an emergency or immediate need Task Order, a copy of the fully executed TO shall be sent to the Office of Procurement and Contracts by the Agency's Office.

Unless noted otherwise in a TO, the following provisions shall apply.

The Agency's Office reserves the right to review and disapprove all Contractor staff prior to the commencement of work. This may include but is not limited to review of resumes, interviews and contacting references. The Agency's office also reserves the right to review and disapprove all contract staff prior to the start of different phases of any given TO.

The Agency's Office reserves the right to terminate a TO at any time. Cause for termination may include but is not limited to (a) personnel originally offered by Contractor cease affiliation with said Contractor, (b) funding terminates, (c) Contractor fails to comply with contractual/TO requirements or (d) termination is in the best interest of the State.

The Agency's Office reserves the right to terminate payment for Contractor staff assigned to the agency effective upon written notice to the Contractor if performance does not meet agency expectations. The Contractor shall provide a replacement acceptable to the agency. When any replacement is necessary, the "ramp up time" for the replacement staff time shall be at no cost to the agency. The agency and the Contractor on a case-by-case basis will determine the "ramp up time" for replacement staff.

Contractor shall not reassign, terminate or add staff without prior written consent from the Agency's Office contact designee.

Key staff shall be identified on a TO. If a position is identified as "key" and assigned staff is removed from the position without prior consent of the agency or leaves the employ of the Contractor without thirty (30) days written notice to the Agency's Office, an amount equal to the number of hours lost shall be deducted from outstanding invoices and any future billings. The "hours lost" will be agreed on by a negotiated process between the Agency's Office and the Contractor.

Contractor staff shall perform their duties in accordance with state policies, procedures and requirements, using state specifications and standards. Applicable policies, procedures, requirements, specifications and standards will be provided to the Contractor before they may be applied. All products are subject to agency review and the buying agency has final authority in accepting services and products.

#### **4.1.1.Staffing Requirements:**

Contractor personnel assigned to each engagement shall be fully qualified and have adequate knowledge of the field of the specified Appraisal Services required for the TO.

#### **4.1.2.State Resources if Provided:**

The Agency's Office shall assign agency staff to work with the Contractor and/or Contractor's staff on any engagement. Staff shall provide the Contractor or designated staff all information necessary and/or needed by the Contractor to successfully begin delivery of services as outlined in the contractual agreement.

#### **4.1.3.General Provisions:**

Unless a departure is otherwise specifically noted in writing within a TO, the following provisions shall apply to all TOs issued pursuant to this Contract:

- a. All charges shall be billed in accordance with the response to a given TO. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the Agency's Office and Contractor.
- b. All work shall be performed in Kansas. Prior approval is needed for any travel reimbursement including, but not limited to lodging, meals, etc. If approved, travel reimbursement will be reimbursed at the current State of Kansas per diem rates.
- c. Costs incurred through project-specific solicitation shall conform to all federal and state laws and regulation applicable to the agency.
- d. Unless otherwise provided, data, which originates from this Contract shall be work product or "works for hire" as defined by the U.S. Copyright Act of 1994 and shall be owned by the State. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines,

surveys, studies, custom computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall not use or in any manner disseminate such work product or "works for hire" to any third party without the prior written permission of the State. Contractor shall take all steps necessary to ensure its agents, employees, or subcontractors shall not copy or duplicate any programs or Work Products or any portion thereof, in any form, or make any disclosure with reference thereto to any third party.

- e. Contractor and any individual employee or agent involved in this Contract shall promptly disclose to the State the products of their work hereunder, and those products will be deemed to be a work product or "works made for hire," and the State shall be considered to be the person for whom the work was prepared under the copyright laws of the United States.
- f. The Work Product ownership provisions of any subcontract or any Task Order or Change Order issued under this Contract shall be identical to the provisions of this Article.
- g. The Contractor shall be in good standing with the State of Kansas and have no significant problems in prior work for the state.
- h. The Contractor shall be totally responsible for the work performed by their subcontractors and management of their subcontractors.
- i. Data confidentiality shall be maintained by the Contractor and any of its subcontractors. Contractor may be exposed to confidential state documents. The Contractor shall adhere to applicable confidentiality and security provisions as communicated by the agency. Contractor shall operate under the direction, control and supervision of the agency for the purpose of handling confidential or secured information. In the event a Contractor or subcontractor violates this provision, the Contractor and/or subcontractor may, at the sole discretion of the Director of the Office of Procurement and Contracts, be barred from submitting proposals for future TOs.
- j. The rights and remedies provided for the State in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law. In the event the AGENCY's Office determines in its sole discretion that Contractor has not provided the services or goods identified in a Task Order, Contractor shall be responsible for any and all costs and expenses, including attorney's fees and expenses to hire other vendors to modify, complete, adjust, finish or fix the services or goods as determined by the State.

**4.2.** A Contractor may be stricken from an awarded group for non-performance factors. Such factors may include, but shall not be limited to:

Bankruptcy or similar events

- Acquisition by a non-performing contractor
- Conviction under Kansas criminal statutes
- Failure to maintain tax-cleared status
- Violation of the Kansas Conflict of Interest statutes
- Debarment in Kansas or another state
- Concurrence by the Office of Procurement and Contracts Director that a contractor has failed to perform under a contract
- Three referrals (even if not sustained) to the Office of Procurement and Contracts

## 5. COST SHEET

**Contractor Name:** \_\_\_\_\_

In order to evaluate and select the most appropriate service, each bidder is required to provide pricing for all costs including rates per hour and other related services.

The below is an example of the desired template.

**Reimbursement costs (includes all support services)**

1. Hourly rate? \$ \_\_\_\_\_
2. Hourly rate? \$ \_\_\_\_\_
3. Hourly rate? \$ \_\_\_\_\_
4. Hourly rate? \$ \_\_\_\_\_
5. Hourly rate \$ \_\_\_\_\_
6. Hourly rate? \$ \_\_\_\_\_
7. Hourly rate? \$ \_\_\_\_\_

8. Other Costs not shown above (please be specific)

Year	Revenue	Expenses	Profit
2018	\$1,200,000	\$800,000	\$400,000
2019	\$1,500,000	\$950,000	\$550,000
2020	\$1,800,000	\$1,100,000	\$700,000
2021	\$2,100,000	\$1,300,000	\$800,000
2022	\$2,400,000	\$1,500,000	\$900,000
2023	\$2,700,000	\$1,700,000	\$1,000,000
2024	\$3,000,000	\$1,900,000	\$1,100,000
2025	\$3,300,000	\$2,100,000	\$1,200,000
2026	\$3,600,000	\$2,300,000	\$1,300,000
2027	\$3,900,000	\$2,500,000	\$1,400,000
2028	\$4,200,000	\$2,700,000	\$1,500,000
2029	\$4,500,000	\$2,900,000	\$1,600,000
2030	\$4,800,000	\$3,100,000	\$1,700,000

## ATTACHMENT B – Contractual Provisions

DA-146a Rev. 07/19

**Important** – This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance of Contract** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or

penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.